



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 7, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: KIMBERLY L. CUFFEE
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302-672-5496

SUBJECT: **AWARD NOTICE – Addendum #2 – Effective March 2, 2011**
CONTRACT NO. GSS10593-DIGVID_DBMS
Digital Video Recorder and Video Database Management System

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OF
KEY CONTRACT INFORMATION

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Addendum #1 modifies the equipment listed with the TopCam Edge systems in the Award Notice, Section 16 – Minimum Equipment Overview.

Addendum #2 updates vendor contact information.

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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The contract shall be valid for a two (2) year period from January 1, 2011 through December 31, 2012. The contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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For all inquiries, including parts and service:

COBAN Technologies, Inc. – Certified M/WBE Vendor
12503 Exchange Drive,
Suite # 536
Stafford, Texas 77477

Contact: **David Hinojosa**
Telephone: **(281) 325-3707**
Toll Free: **(866) 812-6226**
Fax: **(281) 277-8256**
Email: davidh@cobantech.com

4. SHIPPING TERMS:

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F.O.B destination.

5. DELIVERY AND PICKUP:

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Delivery or pickup arrangements shall be made by the ordering agency

6. PRICING:

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A price list by item can be found at the following website address:

<http://www.gss.omb.delaware.gov/contracting/contracts/593.shtml>

Prices will remain firm for the term of the contract period.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

The Vendor who is awarded this contract shall be required provide digital video recording systems for patrol vehicles, wireless infrastructure for data transfer, and storage for videos both temporary and long term along with management software for all videos captured consistent with the RFP the vendor responded to.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. MINIMUM EQUIPMENT OVERVIEW:

The Vendor who is awarded this contract shall be required to supply a *Quality Assurance Report* to the Delaware State Police for each camera installed.

Vendor will provide and install up to 400 **TopCam Edge systems** and backend management for the State of Delaware. The systems will include, but are not limited to:

- **Edge System 5.7” Touchscreen monitor**
- CPU module 1.6GHz Intel P-Mobile or better
- 512 SDRAM
- 40Gb Internal HDD
- Power Module
- 40Gb Mobile HDD with USB2.0 interface
- CCD Camera
- Wireless Microphone Receiver and Transmitter—including Li-Ion Battery 110mA, leather pouch, car charger cable, wall charger
- 20ft. In-Car Covert microphone
- Latest compatible Microsoft Windows OS.

17. ADDITIONAL EQUIPMENT OVERVIEW:

Vendor will also provide wireless connectivity for the patrol vehicles to download video to their troop of operation. This will require no invention on the behalf of the officer. This process will take minimal time not to exceed 30 minutes. The system will also have the ability to resume download if process is interrupted base on network lost. Each troop location will consist of a wireless infrastructure for downloading, on-site video storage w/ workstation to interface to the DVMS and onsite HDD docking to off load video when needed.

Troop locations will report in nightly uploading event tagged video, in accordance to DSP policy for video retention. This video will be at HQ for archival and replicated to DR location at DEMA. Vendor will provide all necessary hardware required to complete the capturing the video to archiving it on the back-end, to include the ability to retrieve requested video with minimal effort on the end user. All hardware will be covered a minimum of 3 years with the ability to extend year 4 and 5. Price will also include training for DSP personnel the ability to install TOPCAM at later date, backend management of the DVMS, end-user for the car. DSP reserves the right to change hardware requirements, but understand both parties must agree due to cost.

For a complete list of technical specifications, please refer to the original RFP which is available at the following website location:

<http://www.gss.omb.delaware.gov/contracting/contracts/593.shtml>